

APEX OIL COMPANY, INC.

THROUGHPUT CUSTOMER AGREEMENT

Before we can sell you product as a customer at one of our throughput locations, we require your signature on the enclosed Throughput Customer Agreement (the “Agreement”).

Before loading product, you will need to contact the terminal and complete any separate paperwork they may require. This may include loading requirements applicable to you and/or any contract carriers you utilize. It is your responsibility to ensure such compliance. The specific terminal(s) at which you will be authorized are marked below:

TERMINAL LOCATION	TERMINAL OPERATOR	CONTACT INFORMATION
<input type="checkbox"/> Baltimore, MD	Buckeye Terminals, LLC 6200 Pennington Avenue Baltimore, MD 21226	Phone: 410-355-0700
<input type="checkbox"/> Brewerton, NY	Buckeye Terminals, LLC County Rt. 37 West, P.O. Box 97 Brewerton, NY 13029	Contact Person: Dusty Lawrence Phone: 315-668-6260 Fax: 315-676-5392
<input type="checkbox"/> Marcy, NY	Buckeye Terminals, LLC 9586 River Road Route 49, P.O. Box 372 Marcy, NY 13403	Contact Person: Bill Kolwaite Phone: 315-724-4178 Fax: 315-724-5280
<input type="checkbox"/> Vestal, NY	Buckeye Terminals, LLC 3121 Shippers Road, P.O. Box 527 Vestal, NY 13851-0527	Contact Person: Lou Zorn Phone: 607-729-0500 Fax: 607-729-0534
<input type="checkbox"/> Tampa, FL (North)	Buckeye Terminals, LLC 504 N 19 th Street Tampa, FL 33605	Contact Person: John Ryan Phone: 813-248-3191
<input type="checkbox"/> Fairfax, VA	CITGO Corp. 9600 Colonial Ave. Fairfax, VA 22031	Contact Person: Wayne Bentz Phone: 703-323-1100 Fax: 703-323-1348
<input type="checkbox"/> Indianapolis, IN	Support Terminal Operating Partnership, L.P. 3350 North Raceway Road Indianapolis, IN 46234-1163	Contact Person: Kenny Robertson Phone: 317-299-2675 Fax: 317-299-0036
<input type="checkbox"/> Lebanon, OH	Texas Eastern Products Pipeline Co. 2700 Hart Road Lebanon, OH 45036	Contact Person: Dave Holmgren Phone: 513-932-5886 Fax: 513-932-7077
<input type="checkbox"/> North Little Rock, AR	HWRT Terminal – N Little Rock, LLC 2626 Central Airport Road North Little Rock, AR 72117	Contact Person: Steve Leslie Phone: 501-945-7115 Fax: 501-945-2551
<input type="checkbox"/> Scott City, MO	Texas Eastern Products Pipeline Co. 10653 State Highway N Scott City, MO 63780	Contact Person: Jack Purkiser Phone: 573-264-2173 Fax: 573-264-3023
<input type="checkbox"/> Selma, NC	Magellan Terminals Holdings LP 4414 Buffalo Road Selma, NC 27576	Contact Person: Magellan Terminal Phone: 919-965-5217
<input type="checkbox"/> St. Louis, MO	J.D. Streett & Company, Inc. 3800 First Street St. Louis, MO 63118	Contact Person: Bill Starbuck Phone: 314-432-6600 Fax: 314-567-4182
<input type="checkbox"/> Tampa, FL	Kinder Morgan Terminals, LLC 2101 GATX Drive Tampa, FL 33605-6863	Phone: 813-247-4463

You must complete the following information for us to initiate your account:

Company Name (Customer)

Name of Contact Person in Your Company

Street Address (no P.O. Box)

Telephone + Fax Numbers

City, State and Zip Code

Email address

Please attach your current certificate of insurance.

THROUGHPUT CUSTOMER AGREEMENT

This Agreement is made this _____ day of _____, 20____, by and between Apex Oil Company, Inc., a Missouri corporation (“*Apex*”), as a wholesale seller of petroleum products, and _____ (“*Customer*”) with its principal business address as indicated on the cover sheet to this Agreement.

RECITALS

A. Apex maintains leased bulk storage or throughput facilities for petroleum products as listed on the cover page hereof and Customer desires to purchase petroleum products (“*Products*”) from Apex at one or more of the locations listed.

B. The specific terminal facilities at which Customer will be an authorized customer of Apex are marked on the cover page hereof (“*Terminals*”). For each Terminal, the terminal operator (“*Operator*”) also is indicated on the cover page.

AGREEMENT

In consideration of the foregoing, the mutual covenants set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged by the parties, the parties agree as follows.

Terminal Access. Upon execution of this Agreement by both parties, Apex will identify Customer to the Operator as an Apex customer authorized to load Products at the specified Terminal(s). Notwithstanding execution of this Agreement, Customer and any of Customer’s agents and carriers (collectively, “*Agents*”), will only be granted the right, use and privilege of access to a Terminal for the purpose of loading or unloading Products by satisfactorily completing all documentary and other requirements of Operator which shall be the Customer’s sole responsibility and expense.

Terminal Rules and Regulations. Customer agrees to abide by all rules and regulations promulgated by Operator with respect to use of any Terminal by and further Customer shall ensure Customer’s Agent is aware and abides by all such rules and regulations prior to accessing the Terminal. Customer shall be liable for all Products loaded through access cards provided by Operator to Customer or its Agents.

Indemnification. In consideration of the rights and privileges granted to Customer herein, Customer hereby unconditionally, irrevocably and absolutely agrees to protect, defend, indemnify and hold harmless Apex and Apex’s past, present and future officers, directors, shareholders, employees, agents, subsidiaries and affiliates, and each of the foregoing’s successors and assigns (collectively the “*Indemnitees*” and individually an “*Indemnitee*”), from any and all manner of actions, suits, debts, sums of money, interest owed, controversies, agreements, promises, undertakings, charges, damages, judgments, executions, obligations and reasonably incurred costs, expenses and fees (including reasonable attorneys’ fees and court costs), counterclaims, claims, demands, causes of action, liabilities, losses and amounts paid in settlement incurred, paid or sustained by any of the Indemnitees, in each case in connection with, arising out of, based upon, relating to or otherwise involving Customer’s or its Agents’ (i) presence upon any Terminal property or use of any equipment or facilities thereon, (ii) loading, transportation or unloading of Products, whether occurring on Terminal property or elsewhere, or (iii) sale, resale, transfer or assignment of Products to Customer’s clients or other third parties. If any such action, suit or proceeding is commenced against, or any such claim, demand or amount is assessed against, any of the Indemnitees in respect of which any of the Indemnitees proposes to demand indemnification hereunder, Customer is to be notified to that effect with reasonable promptness. The Indemnitee is to control the defense of any such action, and may employ counsel in defense thereof, all at Customer’s expense, unless and until Customer satisfies or otherwise settles such action and obtains a release of the Indemnitee from the third party bringing such action, in a form acceptable to the Indemnitee and its counsel. Notwithstanding the above, no Indemnitee is entitled to indemnification hereunder as a result of any Indemnitee’s gross negligence or willful misconduct.

Handling of Products. Customer is aware that broad and substantial obligations may be imposed upon Apex and Operator by governmental entities with jurisdiction over environmental matters. Accordingly, Customer agrees to exercise the highest degree of care and diligence in handling, loading, transporting and delivering all Products obtained from the Terminals. Customer further assumes and agrees to pay all liabilities, costs and expenses resulting from Customer’s or any of its Agents’ improper mixing, commingling or other contamination of any Product with any other

substance (including other Products). Such liability extends to any act of contamination, whether occurring at the time of loading, subsequent transportation, storage or unloading at delivery.

Certificates of Insurance. Customer agrees to furnish, and cause its Agents to furnish, to Apex at its offices at 8235 Forsyth Blvd., Suite 400, St. Louis, Missouri 63105, certificates of insurance reflecting compliance by Customer and its Agents with all applicable state and federal laws for insurance coverages with minimum limitations indicated as follows:

- automobile liability insurance covering each of Customer or its Agents' motor vehicles accessing any of the Terminals with bodily injury limits of not less than \$1 million as to any one person and \$1 million as to any one accident, and property damage coverage of not less than \$1 million for each accident or \$1 million single limit, as applicable;
- commercial general liability insurance with limits of not less than \$1 million as to any one person and \$1 million as to any one accident;
- workmen's compensation insurance with a minimum limit of \$1 million per occurrence or the amount required by applicable law;
- property damage coverage of not less than \$1 million for each accident of \$1 million single limit; and
- excess liability/umbrella insurance over the above-listed coverages to a limit of \$2,000,000.

Additionally, when applicable, Customer agrees to furnish, and cause its Agents to furnish, to Apex at its offices indicated above insurance certificates reflecting compliance with all state and federal law related to the U.S. Longshoreman & Harbor Workers Act, the Federal Employers Liability Act and the Jones Maritime Act in such amounts as may be required by Apex, the Operator, or as otherwise required by law.

All insurance certificates furnished pursuant to the provisions of this Section 0 must show Apex as additional insured as its interests may appear, and must provide that there will be no change in or cancellation of the policy unless and until Apex has been given ten days written notice of the contemplated change or cancellation. The insurance coverage pursuant to this Section 0 must be maintained by Customer and/or its Agents, at their sole expense, at all times during the term of this Agreement.

Security Requirements. Customer certifies and warrants to Operator that Customer, its agents and subcontractors are and shall be in compliance with and shall satisfy all security plan requirements specified under USDOT and/or Coast Guard regulations, including all requirements for background checks, verification of personal information, restriction of access and en route security under 49 CFR 172. Customer acknowledges that Operator may require each individual entering a Terminal on behalf of Customer be required to obtain a Transportation Workers Identification Credential (TWIC card) or similar credential required by law. Customer shall be responsible for obtaining any such required credentials for its employees or Agents and shall pay any application or processing fee charged by the regulatory agency administering the credentialing program.

Sale Terms. The Apex Oil Company, Inc./Clark Oil Trading Company/Edgington Oil Company/Enjet, Inc. General Terms and Conditions for Petroleum Product Purchases and Sales Effective August 1, 2010 (the "**General Conditions**") are incorporated into and made a part of this Agreement for the purposes of Product sales made by Apex to Customer at any Terminal. A copy of the General Conditions may be obtained at Apex's web page at www.apexoil.com or by phone from (314) 889-9600. The "Special Provisions" described in the General Conditions is the agreement, if any, entered into between Apex and Customer as to a firm price and delivery period prior to Customer or its Agents loading Product at the Terminal. In the absence of such agreement, Apex's most recent posted prices at the Terminal will constitute the price for Product loaded at such Terminal.

Taxes. Irrespective of whether Apex properly reflects the following charges on invoices to Customer, Customer agrees to indemnify and hold Apex harmless (including as to attorneys' fees) with respect to any and all taxes (other than taxes based upon or measured by income and other than property taxes) levied, collected or assessed based upon: (i) Apex's sale or transfer of Product to Customer; (ii) Customer's receipt of the Product; or (iii) Customer's subsequent resale, transfer, alteration or consumption of the Product.

Attorney's Fees. In the event any party brings suit to construe or enforce the terms hereof, or raises this Agreement as a defense in a suit brought by another party, the prevailing party is entitled to recover its attorneys' fees and expenses.

Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure therefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

Assignments. Customer may not assign or transfer any of its rights or obligations under this Agreement to any other person without the prior written consent of Apex, which consent may not be unreasonably withheld. Apex may assign its rights and obligations under this Agreement without the consent of Customer or any of Customer's Agents.

Counterparts. This Agreement may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.

Failure or Delay. No failure on the part of any party to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No notice to or demand on any party in any case entitles such party to any other or further notice or demand in similar or other circumstances.

Governing Law. This Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the state in which the Product is loaded applicable to contracts made and to be performed wholly within such State, without regard to choice or conflict of laws rules, except that issues relating solely to the sale of and payment for Products by Apex to Customer shall be governed under the laws of the State of Missouri, applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of law rules.

Successors and Assigns. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective successors and assigns.

Captions. Captions contained in this Agreement have been inserted herein only as a matter of convenience and in no way, define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Severance. If any provision of this Agreement is held illegal or unenforceable in any judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and fully binding.

APEX OIL COMPANY, INC.

By: _____
Its authorized representative

CUSTOMER:

(Type or print company name)

By: _____
Print Name: _____
Title: _____